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May 17, 2022

VIA ECF

Hon. Cheryl L. Pollak, USMJ  
United State District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

Re: *Fuentes v. CCNGJG Enterprises, Inc.*, 19-cv-7113

Dear Judge Pollak:

I represent the Plaintiff Cesar O. Fuentes (“Plaintiff”) in the above-reference matter. I write to request that the Court enter judgment against the Defendants, jointly and severally for failure to comply with the FLSA/NYLL settlement reached between the parties<sup>1</sup>, which was approved by the Court on May 6, 2021.<sup>2</sup>

A “district court has the power to enforce summarily, on motion, a settlement agreement reached in a case that was pending before it.” *BCM Dev., LLC v. Oprandy*, 490 F. App’x 409, at \*1 (2d Cir. 2013). If a defendant fails to make the promised payments, the court has inherent authority to enter judgment in the amount of the unpaid settlement. *See Minecci v. Carlyle at the Omni, Inc.*, No. 16-CV-5134 (JS) (GRB), 2019 U.S. Dist. LEXIS 32489, at \*3 (E.D.N.Y. Feb. 27, 2019)(entering judgment against defendant for settlement amount of \$150,000); *United States v. Sforza*, 326 F.3d 107, 116 (2d Cir. 2003)(affirming district court’s entry of final judgment following parties’ on the record settlement).

The settlement calls for 6 payments of \$13,000.00 each, for a total amount due of \$78,000.00.<sup>3</sup> According to the settlement agreement, the court retained jurisdiction to resolve disputes arising under the agreement.<sup>4</sup>

The first payment of \$13,000.00 was made. However, \$65,000.00 remains outstanding. We have unsuccessfully attempted to secure voluntary compliance with the so-ordered settlement from the Defendants.

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<sup>1</sup> The settlement agreement is docketed as ECF 18-1.

<sup>2</sup> The order approving the settlement is docketed as ECF 19.

<sup>3</sup> ECF 18-1 at 1, ¶ 1.

<sup>4</sup> ECF 18-1 at 4, ¶ 10,

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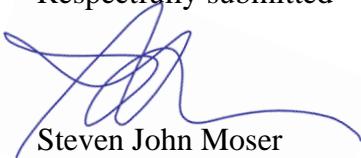
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The New York Labor Law explicitly authorizes a Court entering judgment on a wage claim to include a provision increasing the judgment by 15% if the judgment remains unpaid for a period of 90 days. NYLL §§ 198(4) & 663(4).

**Conclusion**

For the foregoing reasons, Plaintiff requests that the Court enter judgment against the Defendants, jointly and severally, for the sum of \$65,000.00 and that the judgment include the following provision: "If any amounts remain unpaid upon the expiration of ninety days following issuance of this judgment, the total amount of judgment shall automatically increase by fifteen percent."

Respectfully submitted



Steven John Moser